



## **CLARKSTON GATEWAY LANDSCAPING PROJECT**

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### **BID DOCUMENTS**

**For**

**CITY OF CLARKSTON, GA**

**Date of Bid Document Issuance**

**January 11<sup>th</sup>, 2017**

**INVITATION TO BID**  
**CITY OF CLARKSTON, GA**

The City of Clarkston, Georgia ("City") will be receiving **sealed** Bids from qualified landscape contractors to successfully accomplish the following work: "**Clarkston Gateway Landscaping Project.**" This work entails furnishing all labor, materials and equipment for the purchase and installation of landscape plantings and associated erosion & sedimentation control, grading, tilling, traffic control and related tasks and activities. Bids shall be on unit price basis. Project is partially funded by the GDOT Roadside Enhancement Beautification Council (REBC).

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed with performance of the contract. Liquidated damages of \$100 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days**.

The City will receive bids until 3:00 PM; January 24<sup>th</sup>, 2017 at City of Clarkston Annex, 1055 Rowland Street, Clarkston, GA 30021; ATTN: Dan Defnall, Finance Director. Bids received after that time will not be accepted. Bids may be mailed or hand-delivered. Email transmittal of bid is not acceptable. The bid documents shall be enclosed in a sealed envelope and marked on the outside of the envelope as follows:

**Bid Submittal**  
**For**  
**Clarkston Gateway Landscaping Project**

and must include the bidder/offer's company name, address and date and time of bids due.

Bids will be opened and publicly read aloud in the City Annex on January 24<sup>th</sup>, 2017 following receipt of bids. No pre-bid conference will be held.

Bid Package and Project Plans/Specifications are available from the City of Clarkston web site; <http://clarkstonga.gov/>. Plans and documents are located under the "Business Tab".

Bids are legal and binding upon the bidder when submitted. All bids shall be provided in triplicate.

A bid bond is not required.

A 100% Performance Bond will be required. Insurance and Bonding Company must be authorized to do business in Georgia by The Georgia Insurance Commission, listed in the Department of Treasury's Publication of Companies holding Certificates of Authority as Acceptable Surety on Federal Bonds and as acceptable reinsuring companies, and must have an A.M. Best rating of A-6 or higher.

The City of Clarkston, Georgia does not discriminate on the basis of disability in the administration or access to its programs or activities. Any requests for reasonable accommodations required by individuals to fully participate in any open meeting, program or activity of the City of Clarkston, Georgia Government should be directed to Keith Barker, City Manager (404) 296-6489.

All questions regarding the bid documents shall be made via email to Larry Kaiser, PE, Project Manager at [kaiser@co-infra-services.com](mailto:kaiser@co-infra-services.com). The deadline to submit questions is no later than 5:00 PM; January 18<sup>th</sup>, 2017. The City will post all "Response to Questions and/or Addenda", if applicable, on the city web site by 12:00 PM on January 20<sup>th</sup>, 2017.

The **City of Clarkston** reserves the right to waive any informalities or irregularities, or to reject any or all bids and to re-advertise.

## NOTICE TO CONTRACTORS

The City of Clarkston, Georgia ('City') will receive **sealed** Bids from qualified landscape contractors to successfully accomplish the following work: "***Clarkston Gateway Landscaping Project***". This work entails furnishing all labor, materials and equipment for the purchase and installation of landscape plantings and associated erosion & sedimentation control, grading, tilling, traffic control and related tasks and activities. Bids shall be on unit price basis. Project is partially funded by the GDOT Roadside Enhancement Beautification Council (REBC).

The project shall be Substantially Complete within **60 calendar days** from the date of notice to proceed with performance of the contract. Liquidated damages of \$100 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days**.

The City will receive bids until 3:00 PM; January 24<sup>th</sup>, 2017 at City of Clarkston Annex, 1055 Rowland Street, Clarkston, GA 30021; ATTN: Dan Defnall, Finance Director. Bids received after that time will not be accepted. Bids may be mailed or hand-delivered. Email transmittal of bid is not acceptable. Bids will be opened and publicly read aloud in the City Annex on January 24<sup>th</sup>, 2017 following receipt of bids. No pre-bid conference will be held.

A bid bond is not required.

A 100% Performance Bond will be required.

All questions regarding the bid documents shall be made via email to Larry Kaiser, PE, Project Manager at kaiser@co-infra-services.com. The deadline to submit questions is no later than 5:00 PM; January 18<sup>th</sup>, 2017. The City will post all "Response to Questions and/or Addenda", if applicable, on the city web site by 12:00 PM on January 20<sup>th</sup>, 2017. It is the responsibility of the bidder to ensure that Larry Kaiser receives the email transmittal. A confirmation call from the bidder will be acceptable.

The **Bidder** is **required** to submit the **Bid Proposal** with each part signed accordingly and the following:

1. Completed **Bid** Proposal Form Page
2. Non-collusion Affidavit of Prime **Bidder**
3. Non-collusion Affidavit of Subcontractor
4. Affidavit Verifying Status for City Public Benefit Application
5. Certification by Contractor of Non-Segregated Facilities
6. Certifications
7. Conflict of Interest
8. Immigration and Security Form
9. Certification/Drug Free Work Place
10. Subcontractors Notification List
11. Notice to Contractors
12. Completed **Bid** Schedule of Items

**Three (3) hard copies of the above Items #1- 12 are to be submitted with the bid**

All **Work** performed for this project will be in accordance with the Georgia Dept. of Transportation (GDOT) Standard Specifications for Construction of Transportation Systems, 2001 Edition, any modifications identified in the **Bid** or Contract document and the Project Plans & Specifications prepared by AMEC Foster Wheeler dated September 2<sup>nd</sup>, 2016.

The **Bidder** shall be responsible for performing with his own organization at least **Sixty percent (60%)** of the

**Work** in this contract. The **Bidder** shall not subcontract, transfer, assign, or otherwise dispose of the contract or any portion thereof, without the written consent of the CITY.

The **Bidder** is not required to be pre-qualified with the Georgia Department of Transportation in order to submit a bid on this project.

Retainage will not be required on this project.

**Bidder** shall possess a current Utility Contractors License with the Georgia Secretary of State.

**Bidders** must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, the Contract Work Hour Standard Act, and the National Occupational Safety and Health Act of 1970.

**Bidders** must certify that they do not and will not maintain or provide for their employees any facilities that are segregated on a basis of race, color, creed, or national origin.

The City of Clarkston reserves the right to reject all **Bids** and to waive formalities. Any claims for cost incurred by any **Bidder** in preparation of any part of or total package for this project will not be considered for reimbursement by City of Clarkston.

All questions concerning this invitation and all questions arising subsequent to award are to be addressed to the following address:

Collaborative Infrastructure Services, Inc.  
Attn: Larry Kaiser, P.E.  
Phone: (404) 909-5619  
Email: kaiser@co-infra-services.com

**TORT IMMUNITY:**

No officer, employee, or agent of the City of Clarkston acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered because of any act, event, or failure to act.

**SILENCE OF SPECIFICATIONS**

The apparent silence of these specifications and any supplemental specifications as to any details, or the omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of this specification shall be made upon the basis of this statement, with City interpretation to prevail.

**OPTION TO AUDIT**

Successful bidder will be required to maintain complete records during the life of the contract and for a period of one year after completion of the contract. Such records are to be made available to the City if officially requested, to be audited by a designated City auditing staff. In such audits reveal overcharges and/or undercharges, such will be adjusted and compensation made by either party to correct charges.

## BID PROPOSAL (page 1 of 2)

Proposal of \_\_\_\_\_ (hereinafter called "**Bidder**"), a contractor organized and existing under the laws of the State of Georgia, \*an individual, a corporation, a partnership doing business as: \_\_\_\_\_

TO: City of Clarkston  
(Hereinafter called "**CITY**")

The **Bidder** in compliance with your Notice to Contractors and all Bidding Documents for the following work:

**Furnishing all labor, materials and equipment for the purchase and installation of landscape plantings and associated erosion & sedimentation control, grading, tilling, traffic control and related tasks and activities at the Church Street westbound off-ramp embankment at I-285.**

Having examined the plans and specifications with related documents and the site of the proposed **Work**, and being familiar with all of the conditions surrounding the construction of the proposed projects, including the availability of materials and supplies to construct the projects in accordance with the contract documents, within the time set forth herein, and at the prices stated below, proposes to enter into a Contract with City of Clarkston to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the **Work**. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.

**Bidder** agrees that the cost of any **Work** performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices **Bid** for the various items scheduled.

**Bidder** further proposes and agrees hereby to promptly commence the **Work** with adequate force and equipment within ten (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the project **60 Calendar Days from the Notice to Proceed Date**, or as may be specified by Special Provisions.

**Bidder** assumes the responsibility to include all addenda provided by the City of Clarkston prior to submittal of his **Bid**, and accepts that failure to acknowledge receipt of each and every addendum individually is grounds for finding the **Bid** non-responsive. **Bidder** hereby acknowledges receipt of the following addenda:

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The **Bidder** declares that he understands that the quantities shown on the proposal are subject to adjustment by either increase or decrease, and that should the quantities of any of the items of **Work** be increased, the undersigned proposes to do the additional **Work** at the unit prices stated herein; and should the quantities be decreased, he also understands that payment will be made on actual quantities at the unit price **Bid** and will make no claim for anticipated profits for any decrease in the quantities, and that actual completed, final

quantities will be determined upon completion of **Work** and acceptance by the **CITY**, at which time adjustment will be made to the Contract amount by direct increase or decrease.

The full name and residence of persons or parties interested in the foregoing **Bid** as contractors are named as follows:

\_\_\_\_\_  
\_\_\_\_\_

City of Clarkston,

Signed, sealed, and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Bidder:** \_\_\_\_\_

(Company Name)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CERTIFICATION BY CONTRACTOR**  
**Regarding**  
**NON-SEGREGATED FACILITIES**

The **Bidder** certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated facilities include, but are not necessarily limited to, drinking fountains, transportation, parking, entertainment, recreation, and housing facilities; waiting, rest, wash, dressing, and locker rooms, and time clock, **Work**, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The **Bidder** agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The **Bidder** agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

\_\_\_\_\_  
**Bidder (Print)**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Name of Signer (Print)

\_\_\_\_\_  
Title of Signer

\_\_\_\_\_  
Date

## NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of \_\_\_\_\_ )

City of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Clarkston or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

Subscribed and Sworn to before me  
this \_\_\_\_\_ day \_\_\_\_\_ 20\_\_ .

(SEAL)

\_\_\_\_\_  
Title



## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )

City of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes  
and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of the **Bidder** that has submitted the attached **Bid**;
2. He is fully informed respecting the preparation and contents of the attached **Bid** and of all pertinent circumstances respecting such **Bid**;
3. Such **Bid** is genuine and is not a collusive or sham **Bid**;
4. Neither the said **Bidder** nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other **Bidder**, firm or person to submit a collusive or sham **Bid** in connection with the Contract for which the attached **Bid** has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other **Bidder**, firm or person to fix the price or prices in the attached **Bid** or of any other **Bidder**, or to fix any overhead, profit or cost element of the **Bid** price or the **Bid** price of any other **Bidder**, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against City of Clarkston or any person interested in the proposed Contract; and,
5. The price or prices quoted in the attached **Bid** are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the **Bidder** or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_ (Print)

## CERTIFICATIONS

### CONFLICT OF INTEREST

By signing and submitting this Contract I hereby certify that employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract will not engage in business ventures with employees of City of Clarkston, elected officials of the City or the consultant, CIS. Inc. nor shall they provide gifts, gratuities, favors, entertainment, loans or other items of value to employees of the CITY, elected officials of the CITY or consultant.

Also, by signing and submitting this Contract, I hereby certify that I will notify City of Clarkston through its City Manager of any business ventures entered into between employees of this company or employees of any company supplying material or subcontracting to do **Work** on this Contract with a family member of the elected officials or staff of the City of Clarkston. Additionally, I shall notify the City Manager of any financial contributions to any current CITY elected official as either a campaign contribution or any other non-political contribution

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**Contractor**

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(Signature)

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Name of Signer

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Title of Signer

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Date

## IMMIGRATION AND SECURITY FORM

O.C.G.A. § 13-10-91 requires contractors interested in public works contracts to file an affidavit that the contractor and its subcontractors have registered and participate in a federal work authorization program intended to insure that only lawful citizens or lawful immigrants are employed by the contractor or subcontractor.

In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act OCGA 13-10-90 et.seq., Contractor must warrant and affirm that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>; and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia City of Labor set forth at Rule 300-10-1-.01 et.seq.

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with City of Clarkston, Georgia has registered with and is participating in a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Dept. of Homeland Security or any equivalent federal work authorization program operated by the United States Dept. of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, and Contractor warrants that it will continue to use the federal work authorization program throughout the contract period.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with City of Clarkston, Georgia, Contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit provided in Georgia Dept. of Labor Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to City of Clarkston, Georgia at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Firm Name: \_\_\_\_\_

Street/Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Employer Identification Number: \_\_\_\_\_

Date of Authorization: \_\_\_\_\_

## CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative or \_\_\_\_\_  
\_\_\_\_\_ whose address is \_\_\_\_\_  
\_\_\_\_\_ and it is also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and,
2. A drug-free workplace will be provided for the sponsor's employees during the performance of the contract; and,
3. Each subcontractor hired by the SPONSOR shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The SPONSOR shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_  
\_\_\_\_\_ certifies to the SPONSOR that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3; and,
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

## SUBCONTRACTORS NOTIFICATION LIST

Required information on Subcontractors doing work in the City of Clarkston.

Please list any Subcontractors, the address, State of Georgia License number, scope of work and start date, and percent of work assigned for each Subcontractor proposed to perform work on this project

General Contractor/Developer: \_\_\_\_\_

License Number: \_\_\_\_\_

Subcontractor: \_

License Number:

Start Date: \_

Scope of Work:

Percent of Work: \_

Subcontractor: \_

License Number:

Start Date: \_

Scope of Work: \_

Percent of Work: \_

Subcontractor: \_

License Number:

Start Date: \_

Scope of Work: \_

Percent of Work: \_

Subcontractor: \_

License Number:

Start Date: \_

Scope of Work: \_

Percent of Work: \_

Subcontractor: \_

License Number:

Start Date: \_

Scope of Work: \_

Percent of Work: \_

## **SPECIAL CONDITIONS**

- (a) The **Contractor** shall promptly commence the Work with adequate force and equipment within TEN (10) calendar days from receipt of Notice to Proceed, or as may be specified by Special Provision, and to complete the Work within **60 CALENDAR DAYS FROM NOTICE TO PROCEED** or as may be specified by Special Provision. Liquidated damages of \$100 per day will be assessed for each and every consecutive calendar day for which the completion of the project is delayed beyond the **60 calendar days**.
- (b) **Prime contractor is required to self-perform a minimum of 60% of the total bid amount.**
- (c) **Performance Bond** shall be from a bonding company from the State of Georgia. The Georgia Department of Transportation shall be the recipient of the Performance Bond.
- (d) Comprehensive General Liability and Automobile Liability insurance required covering Contractor's operations with a combined single limit of not less than \$3,000,000.00 for bodily injury and property damage. Said liability insurance policies shall name the Georgia Department of Transportation as the primary insured with the City as additional insured.
- (e) Worker's Compensation insurance required covering all employees of Contractor or any subcontractor engaged in performing the services required by this Agreement as required by Georgia statute, and Employer's Liability insurance of not less than the minimum requirement of \$500,000.
- (f) CITY will not issue a NTP to the selected contractor until insurance and workman's compensation certificates and Performance Bond is received.
- (g) The City of Clarkston will obtain the permitting for this project.
- (h) Traffic Control shall be performed in accordance with the MUTCD. A traffic control plan shall be provided to the CITY for approval 1 week prior to work commencement.
- (i) The Contractor shall notify the CIS, Inc. three (3) business days prior to beginning Work.

## **GENERAL NOTES**

1. Contractor shall perform the work in accordance with the Project Specifications & Project Plans (dated 9/2/2016) prepared by AMEC Foster Wheeler (attached to this bid package) and the bid documents
2. Project site must be cleaned up loose trash and related debris from construction activities on a weekly basis.
3. Contractor shall utilize a water absorbent gel to be incorporated into the planting soil for each plant and tree. This material shall be applied per product guidelines. Contractor shall identify the name of the product with the bid submittal. The City shall have the discretion to approve or disapprove of the product to be applied. The cost of this material shall be included in the cost for "General Site Work".
4. All existing vegetation within the footprint of the trees or new plantings (not areas to be over-seeded and aerated) shall be eradicated through chemical treatment and/or mechanical means. This eradication shall occur a minimum of 3 weeks prior to planting.
5. One year warranty period shall commence when the city approved punch list is completed by the contractor. Warranty shall include the removal of all dead and/or diseased plants or trees.
6. For a period of 6 months after the punch list is approved, the contractor shall remove all weeds from the project footprint once (1x) every 2 weeks. Watering shall occur once (1x) every 2 weeks unless less frequency is requested by the City. At the city's discretion, if watering does not occur every 2 weeks, the contractor may be required to perform these watering's at different frequencies based on weather conditions. The total number of watering's and weed eradication will not exceed 12.

7. Starting work constituent's acceptance of the conditions under which work is to be performed. After such acceptance, the contractor shall at his expense be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory conditions.
8. All dimensions on the mapping shall be verified and measured by the contractor before initiating work. Any discrepancies shall be brought to the attention of Larry Kaiser, P.E.; Collaborative Infrastructure Services, Inc. (404-909-5619).
9. Location of all plantings shall be field verified and staked by the contractor and approved by Collaborative Infrastructure Services prior to planting installation.
10. A NPDES Notice of Intent (NOI) is not required for this project
11. When construction begins on this project, the Contractor will be required to continuously pursue the Work without interruption to the completion of each stage of Work.
12. The Contractor will not be paid for any delays or extra expense caused by utility facilities, obstructions, or any other items not being removed or relocated to clear construction in advance of his Work.
13. Georgia law requires that a telephone call or adequate notice must be given to the Utilities Protection Center (UPC) at 811 a minimum of three (3) days before Work is to begin. The notice will remain in effect for 10 Working days from the date the Utilities Protection Center is notified.
14. The Contractor shall be responsible for the cost of setting his own grades and ensure that his construction fits existing field conditions.
15. Project shall adhere to GDOT requirements unless noted otherwise or directed by Collaborative Infrastructure Services, Inc.

## NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of \_\_\_\_\_ )

City of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes, and says that:

1. He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, hereinafter referred to as the "Subcontractor";
2. He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ Contract pertaining to the Project in City of Clarkston;
3. Such Subcontractor's Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Proposal in connection with such Contract or to refrain from submitting a Proposal in connection with such Contract or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm, or person to fix the price or prices in said Subcontractor's Proposal, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against City of Clarkston or any person interested in the proposed Contract; and,
5. The price or prices quoted in the Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

Name \_\_\_\_\_ (Print)

Title \_\_\_\_\_

Subscribed and Sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_  
Title



**FINAL AFFIDAVIT**

**TO:** CITY OF CLARKSTON,

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, Subcontractors, mechanics, and laborers employed by \_\_\_\_\_ or any of his Subcontractors in connection with the construction of \_\_\_\_\_

\_\_\_\_\_ in CITY OF CLARKSTON have been paid and satisfied in full as of \_\_\_\_\_ 20\_\_\_\_.

there are no outstanding obligations or claims of any kind for the payment of which City of Clarkston on the above named project might be liable, or subject to, in any lawful proceeding at law or in equity.

Signature : \_\_\_\_\_

Title : \_\_\_\_\_

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_, who under oath deposes and says that he is of the firm of \_\_\_\_\_ that he has read the above statement and that to the best of his knowledge and belief same is an exact true statement.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

Date \_\_\_\_\_

## NOTICE TO CONTRACTORS

### COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Agreement, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Regulations of the State Dept. of Transportation relative to nondiscrimination in Federally-assisted programs of the State Dept. of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations [also 49 CFR Part 27]), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, national origin, or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 710.405(b).
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin or sex.
4. Information and Reports: The Contractor may be required to provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Dept. of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Dept. of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of the contract, the State Dept. of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to
  - a. City withholding of payments to the Contractor under the contract until the Contractor complies, and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State Dept. of Transportation of the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor has read and hereby agrees to “COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964” as identified in the aforementioned:

Name: (print) \_\_\_\_\_

Signature: \_\_\_\_\_

Title (Owner): \_\_\_\_\_

Date: \_\_\_\_\_

Witness: (print): \_\_\_\_\_

Witness (signature): \_\_\_\_\_

Notary Public: \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

# CLARKSTON GATEWAY LANDSCAPING PROJECT

## Church Street Off Ramp @ I-285

### BID SCHEDULE OF ITEMS

**Contract Scope:** Furnishing all labor, materials and equipment for the purchase and installation of landscape plantings and associated erosion & sedimentation control, grading, tilling, traffic control and related tasks and activities

**Vendor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

No.	Item	Unit	Approx. Quantity	Unit Price	Amount
1	<b>TRAFFIC CONTROL</b>	LS	<b>1</b>		
2	<b>TEMPORARY SILT FENCE, TYPE</b>	LF	<b>422</b>		
3	<b>GENERAL SITE WORK</b> – includes grading, tilling and eradication of existing vegetation within the footprint of plants and trees and water absorbent material. Seed areas to be aerated & over-seeded	LS	<b>1</b>		
4	<b>ABELIA GRANDIFLORA</b> (Glossy Abelia)	5 Gal	<b>93</b>		
5	<b>FORSYTHIA INTERMEDIA</b> (Forsythia)	5 Gal	<b>85</b>		
6	<b>HEMEROCALLIS “STELLA DE ORO”</b> (Stella De Oro Daylily)	1 Gal	<b>630</b>		
7	<b>HEMEROCALLIS “LITTLE BUSINESS”</b> (Little Business Daylily)	1 Gal	<b>900</b>		
8	<b>ILEX VOMITORIA “NANA”</b> (Dwarf Yaupon Holly)	5 Gal	<b>83</b>		
9	<b>LAGERSTROEMIA INDICA “CATAWBA”</b> (Catawba Crape Myrtle)	10-12 ft.; multi-trunk	<b>5</b>		
10	<b>LOROPETALUM CHINESE</b> (Loropetalum)	5 Gal	<b>75</b>		
11	<b>SEED (Bermuda)</b>	SF	<b>12,120</b>		
12	<b>PLANTING SOIL MIX</b>	CY	<b>267</b>		
13	<b>MULCH PINE STRAW</b>	SF	<b>13,042</b>		
14	<b>WEED ERADICATION &amp; WATERING</b> (12 events – 6 months)	LS	<b>1</b>		

<b>Sub-TOTAL</b>	<b>\$</b>
<b>100% Performance Bond</b>	<b>\$</b>
<b>TOTAL BID AMOUNT</b> (primary bid)	<b>\$</b>

### **ALTERNATE BID**

<b>No.</b>	<b>Item</b>	<b>Unit</b>	<b>Approx. Quantity</b>	<b>Unit Price</b>	<b>Amount</b>
1	List of potential plant alternatives (cost for alternatives will not exceed the TOTAL amount in the Primary Bid). Add additional sheets as necessary.	LS	LS	LS	
<b>Sub-Total</b>					<b>\$</b>
<b>100% Performance Bond</b>					<b>\$</b>
<b>TOTAL BID AMOUNT</b> (alternate bid)					<b>\$</b>

TOTAL BID AMOUNT (Primary) = \$\_\_\_\_\_ (written)

TOTAL BID AMOUNT (Alternate) = \$\_\_\_\_\_ (written)

### **NOTES:**

- Bidders are **not** required to submit an Alternate Bid. Bidders acknowledge that the City may choose an "Alternate Bid" at its sole discretion